

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
ARBITRATION APPLICATION NO.459 OF 2025**

Shri Balaji Infra Developers Pvt. Ltd.

....Applicant

V/S

Tata Projects Limited

....Respondent

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**Mr. Bhavesh Joshi** with Mr. Sachin Sharma and Mr. Prasad Apte i/b Mr. Parth Kirti Mehta *for the Applicant.*

**Ms. Vibhuti Keny** with Mr. Abhinav Palshikar i/b Ms. Sushma Nagaraj *for Respondent.*

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**CORAM : SANDEEP V. MARNE, J.**

**DATE : 06 FEBRUARY 2026.**

**P.C.:**

1. This is an Application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for appointment of Arbitrator for adjudication of disputes and differences arising between the parties out of General Conditions of the Contract for Services.

2. On 20 January 2026, this Court had passed the following order:

1) This is an Application filed under Section 11 of the Arbitration and Conciliation Act, 1996 for constitution of Arbitral Tribunal. Clause 41 of the General Conditions of the Contract for Services (GCC) provides for conduct of arbitral proceedings either at Hyderabad or at any other place at the discretion of the Respondent. Clause 45 of the GCC provides that in respect of any litigation, jurisdiction shall be that of courts at Hyderabad, India.

2) The learned counsel appearing for the Applicant submits that jurisdiction of Courts at Hyderabad was agreed essentially on account of the fact that the Respondent had its registered office in the State of Telangana. He invites my attention to Special Notice to Creditors dated 26 April 2024 indicating that the registered office of the Respondent has now been shifted to State of Maharashtra. He further submits that notice invoking arbitration was also served at corporate office of the Respondent at Mumbai and that the said notice is replied by the Respondent on 19 February 2025 indicating its office at Mumbai.

3) In the light of the above position, this Court has raised a query with the learned counsel for the Respondent as to whether the Respondent would still insist on contractors moving the High Court of Telangana for appointment of Arbitrator when Respondent's registered office is now shifted to State of Maharashtra. This Court has come across multiple cases in which objection of territorial jurisdiction is raised in ignorance of the position that the Respondent itself has shifted its registered office in the State of Maharashtra.

4) Ms. Keny, the learned counsel appearing for the Respondent seeks time to take instructions in this regard.

5) List the Application for further consideration on **6 February 2026.**"

3. Ms. Keny, the learned counsel appearing for Respondent, on instructions, submits that the Respondent is agreeable to this Court exercising jurisdiction for appointment of Arbitrator considering the position that the registered office of Respondent has now been shifted to State of Maharashtra. She does not dispute existence of arbitration agreement between the parties. Accordingly, with the consent of the parties, following order is passed:

A) Mr. Justice Akil A. Kureshi, Former Chief Justice of Rajasthan High Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the Agreement for Settlement of Disputes referred to above. The contact details of the Arbitrator are as under:

Office Address:- 617, Raheja Chambers, 6<sup>th</sup> Floor,  
Free Press Journal Marg, Nariman Point,  
Mumbai – 400 021.

Mobile No.: 98250 49099.

Email ID: akil.kureshi@gmail.com

B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Applicant within a period of

one week from the date of uploading of this order. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal alongwith a copy of this order.

C) The learned sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12 (1) of the Arbitration Act to the parties within a period of two weeks from receipt of a copy of this order.

D) The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated by him, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc.

E) The sole Arbitrator shall be entitled to the fees prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

4. All rights and contentions of parties on merits are expressly kept open to be agitated before the Arbitral Tribunal.

5. With the above directions, Arbitration Application is **allowed and disposed of**. There shall be no order as to costs.